

BILL NO. S-74-11-53

SPECIAL ORDINANCE NO. S- 197-74

AN ORDINANCE approving a contract with ROBERT  
J. HOUSER for sidewalk construction in  
connection with Resolution No. 5664-74

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. The contract between the City of Fort Wayne, by and  
through its Mayor and the Board of Public Works and ROBERT J. HOUSER for  
construction of sidewalks, as follows:

On the North side of Vance Avenue from the east  
property line of Coliseum Boulevard, East to the  
west property line of Inwood Drive

for a cost of \$2,327.05, of which the City will pay approximately \$1,521.55 and  
the balance to be paid by the property owners through Barrett Law, all as more  
particularly set forth in said Contract, which is on file in the Office of the Board  
of Public Works, and is by reference incorporated herein and made a part hereof,  
is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and  
after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY



Read the first time in full and on motion by Mrs. Hinga, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-26-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Mrs. Hinga, seconded by Hinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES <u>9</u>	NAYS _____	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>X</u>	_____	_____	_____	
HINGA	<u>X</u>	_____	_____	_____	
KRAUS	<u>X</u>	_____	_____	_____	
MOSES	<u>X</u>	_____	_____	_____	
NUCKOLS	<u>X</u>	_____	_____	_____	
SCHMIDT, D.	<u>X</u>	_____	_____	_____	
SCHMIDT, V.	<u>X</u>	_____	_____	_____	
STIER	<u>X</u>	_____	_____	_____	
TALARICO	<u>X</u>	_____	_____	_____	

DATE: 12-10-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 1-197-74 on the 10th day of December, 1974.

Charles W. Westerman  
CITY CLERK

ATTEST: (SEAL)

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 2:00 o'clock P. M., E.S.T.

David A. Johnson  
MAYOR

Bill No. S-74-11-53

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with ROBERT J. HOUSER for sidewalk construction in

connection with Resolution No. 5664-74

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W.C. Moses Jr.

John Nuckols

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 12-10-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

Price agreed

61-180-6-10/31/74  
BARRETT LAW

# CONTRACT

# 6197

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between-----ROBERT J. HOUSER-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by constructing sidewalks on the north side of Vance Avenue from the east property line of Coliseum Boulevard, East to the west property line of Inwood Drive.

by grading and paving the roadway to a width of five feet with

5" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5664-1974 and at the following price per linear foot

at the following prices:

Excavation - Regular	Four dollars and no cents, per cubic yard	4.00
Fine Grading, Seeding, Mulch & Fertilizer	Two dollars and five cents, per square yard	2.05
Sidewalk or Wing Walk 5"	One dollar and thirty cents, per square foot	1.30
Wall - 12'x3'x0.6'	One hundred dollars and no cents, per lump sum	100.00
Backfill dirt for seeding	Five dollars and no cents, per cubic yard	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5664-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 1, 1975, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date         , 19     until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this         

day of         , 19    

ROBERT J. HOUSER

BY: Robert J. Houser

ITS:         

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]

Glen S. Sali

Its Board of Public Works and Mayor.

# GUARANTY BOND

Know All Men by These Presents, That we-----

-----ROBERT J. HOUSER-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO THOUSAND,

THREE HUNDRED TWENTY SEVEN DOLLARS AND FIVE CENTS-----

-----(\$ 2,327.05)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----ROBERT J. HOUSER-----

did on the 26th day of September

1974, enter into a contract with the City of Fort Wayne to construct a

Sidewalk Pavement

on north side of Vance Avenue ~~XXXX~~ from the east property line of

Coliseum Boulevard, East to the west property line of Inwood Drive.

-----according to certain plans and specifications, and  
for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

ROBERT J. HOUSER-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER (SEAL)

BY: Robert J. Houser (SEAL)

AMERICAN STATES INSURANCE COMPANY

ITS: Charles E. Houser (SEAL)

Attorney-In-Fact

Approved this 31st day of October, 1974

Glen C. Culligan

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

# LIABILITY BOND

Know All Men by These Presents, That we -----

----- ROBERT J. HOUSER -----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO THOUSAND,

THREE HUNDRED TWENTY SEVEN DOLLARS AND FIVE CENTS -----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 2,327.05) -----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 26th

day of September, 1974, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18th day of October, 1974

ROBERT J. HOUSER (SEAL)

BY: Robert J. Houser (SEAL)

IIS: (SEAL)

AMERICAN STATES INSURANCE COMPANY

BY: Charles C. Hefner (SEAL)

Attorney-in-Fact

Approved this 31st day of October, 1974

Glen Cahill  
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

October 8, 1974



# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint \_\_\_\_\_

RAY E. SANDERSON, R. MORSE SANDERSON, CHARLES C. HETFIELD and W. K. MOLLENHOUR, III

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 9th day of January

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

ATTEST: W. H. Krasean  
Assistant Secretary

By William M. Evans  
Second Vice-President

STATE OF INDIANA } SS:  
COUNTY OF MARION }

On this 9th day of January, A. D. 19 74, before me personally came

William M. Evans

\_\_\_\_\_ to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA } SS:  
COUNTY OF MARION }

I, W. H. Krasean

\_\_\_\_\_, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 18th

day of October, A. D. 19 74

(SEAL)



DIGEST SHEETTITLE OF ORDINANCE SPECIALA-74-11-53DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Approving contract for construction of sidewalks on Vance AvenueResolution No. 5664-74  
  
  
  
  
  
  
  
  
EFFECT OF PASSAGE Sidewalks will be constructed on Vance Avenue  
EFFECT OF NON-PASSAGE No Sidewalks  
MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$2,327.05\$1,521.55 Cost to City; \$805.50 Property Owners - Barrett Law DepartmentASSIGNED TO COMMITTEE (PRESIDENT) Public Works